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RECORDATION NO. 19113-F FILED

AUG 26 '04 11-30 AM

SURFACE TRANSPORTATION BOARD

OF COUNSEL  
URBAN A. LESTER

August 26, 2004

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: N1794

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are four (4) copies of Amendment Agreement No. 2, dated as of August 27, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission/Board under Recordation Number 19113.

The names and addresses of the parties to the enclosed document are:

Lessee: Consolidated Rail Corporation  
2001 Market Street  
Philadelphia, PA 19103

Security  
Trustee: Wilmington Trust Company  
1100 North Market Street  
Wilmington, DE 19890

Mr. Vernon A. Williams  
August 26, 2004  
Page Two

A description of the railroad equipment covered by the enclosed document is:

There is no new or additional equipment associated with this filing.

A short summary of the document to appear in the index follows:

Amendment Agreement No. 2

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm  
Enclosures

RECORDATION NO. 19113-F FILED

AMENDMENT AGREEMENT NO. 2

AUG 26 11:30 AM

in respect of

SURFACE TRANSPORTATION BOARD

Pass Through Trust Certificates, Series 1994-A

AMENDMENT AGREEMENT NO. 2 (this "Amendment Agreement") dated as of [ Aug. 27 ], 2004 among (a) CONSOLIDATED RAIL CORPORATION, a Pennsylvania corporation (the "Company"), (b) WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under the Indenture (as defined below) (the "Indenture Trustee") and (c) WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as trustee under the Pass Through Trust Agreement (as defined below) (the "Pass Through Trustee").

RECITALS

WHEREAS, the Company, MANUFACTURERS HANOVER LEASING CORPORATION, a Delaware corporation (the "Owner Participant"), WACHOVIA BANK, NATIONAL ASSOCIATION (successor in interest to Meridian Trust Company), not in its individual capacity but solely as owner trustee under the trust agreement referred to below (the "Owner Trustee"), the Indenture Trustee and the Pass Through Trustee have entered into the Participation Agreement dated as of December 22, 1994 and as amended by the 1998 Debt Amendment Agreement (as defined below) (such Participation Agreement as so amended, the "Participation Agreement"), under which the Pass Through Certificates, Series 1994-A, of the Company (the "Certificates") were issued;

WHEREAS, the Owner Trustee as lessor and the Company as lessee have entered into the Lease Agreement dated as of December 22, 1994, as amended by lease agreements supplemental thereto and by the 1998 Equity Amendment Agreement (as defined below) (such Lease Agreement as so amended and supplemented, the "Lease Agreement");

WHEREAS, the Owner Trustee and the Indenture Trustee have entered into the Trust Indenture and Security Agreement dated as of December 22, 1994, as amended by trust indenture and security agreements supplemental thereto (such Trust Indenture and Security Agreement, as so supplemented, the "Indenture");

WHEREAS, the Company and the Pass Through Trustee have entered into the Pass Through Trust Agreement dated as of December 22, 1994, as amended by pass through trust agreements supplemental thereto and by the 1998 Debt Amendment (as defined below) (such Pass Through Trust Agreement as so amended and supplemented, the "Pass Through Trust Agreement");

WHEREAS, the Company, the Owner Participant, the Owner Trustee, the Pass Through Trustee and the Indenture Trustee have entered into an amendment agreement, dated as of August 25, 1998 (the "1998 Debt Amendment Agreement"), pursuant to which the Participation Agreement and the Pass Through Trust Agreement were amended to, among other things, allow the conveyances, transfers, leases and subleases contemplated by the Transaction Agreement (as defined in the Lease Agreement);

WHEREAS, the Company, the Owner Participant and the Owner Trustee have entered into an amendment agreement, dated as of August 25, 1998 (the "1998 Equity Amendment Agreement"), pursuant to which the Lease Agreement was amended to, among other things, allow the conveyances, transfers, leases and subleases contemplated by the Transaction Agreement;

WHEREAS, the Company, the Owner Participant and the Owner Trustee have entered into an amendment agreement No. 2 dated as of 8/27, 2004 (the "2004 Equity Amendment") pursuant to which the Owner Participant and the Owner Trustee approved amendments to the Pass Through Trust Agreement and the Participation Agreement to allow, among other things, the conveyances, transfers, leases and subleases contemplated by the Distribution Agreement;

WHEREAS, the Company, the Indenture Trustee and the Pass Through Trustee wish to enter into this Amendment Agreement, pursuant to which the Participation Agreement and the Pass Through Trust Agreement will, together with the 2004 Equity Amendment, be amended to, among other things, allow the conveyances, transfers, leases and subleases contemplated by the Distribution Agreement;

WHEREAS, Section 9.02 of the Pass Through Trust Agreement provides that the Pass Through Trustee shall enter into an agreement amending the Pass Through Trust Agreement with the consent of Certificateholders holding Certificates evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the Trust, by Act of such Certificateholders (as such capitalized terms are defined in the Pass Through Trust Agreement);

WHEREAS, Section 10.01 of the Pass Through Trust Agreement provides that the Pass Through Trustee, as holder of Equipment Notes (as such term is defined in the Pass Through Trust Agreement), shall consent to an amendment to the Participation Agreement to which it has been requested to consent by the Company, in the same proportion as the Certificates have been voted in respect of such amendment by Act of Certificateholders;

WHEREAS, Certificateholders holding Certificates evidencing Fractional Undivided Interests aggregating not less than a majority in interest in the Trust have consented to the execution and delivery of this Amendment Agreement by the Pass Through Trust Trustee; and

WHEREAS, the Company has requested that the Pass Through Trust Trustee enter into, and direct the Indenture Trustee to enter into, this Amendment Agreement and has delivered to it and the Indenture Trustee an Officer's Certificate and an Opinion of Counsel.

NOW, THEREFORE, in consideration of the agreements contained herein and for other consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I  
AMENDMENTS

SECTION 1.1. Appendix A to the Participation Agreement is hereby amended by deleting the following defined terms therefrom:

“Excluded Conveyance” and “Indebtedness”.

SECTION 1.2. Appendix A to the Participation Agreement is hereby amended by adding thereto the following defined terms in their entirety as set forth below:

“Distribution Agreement” means the distribution agreement set forth as Exhibit 4 to the STB Petition, as the same may be amended, modified or supplemented from time to time, to be entered into among the Company, Conrail Inc., Green Acquisition Corp., CRR Holdings LLC, CSX Corporation, CSX Transportation, Inc., CSX Rail Holding Corporation, CSX Northeast Holding Corporation, New York Central Lines LLC, Norfolk Southern Corporation, Norfolk Southern Railway Company, Pennsylvania Lines LLC and the other parties thereto.

“Restructuring Transaction” means, whether by a single transaction or through a series of transactions, any conveyance, transfer, lease, sublease, full and unconditional guarantee, transfer of stock, transfer of membership interests in a limited liability company, issuance of stock, merger or consolidation described in or contemplated by the Transaction Agreement, the Transaction Agreement Amendment or the Distribution Agreement, including but not limited to the transfer of the Lessee’s ownership interest in (a) Pennsylvania Lines LLC to Norfolk Southern Railway Company and (b) New York Central Lines LLC to CSX Transportation, Inc.

“STB Petition” means the Petition for Supplemental Order dated June 4, 2003 (STB Finance Docket No. 33388 (SUB-No. 94)) filed by CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc. and the Company with the United States Surface Transportation Board.

“Transaction Agreement Amendment” means the amendment to the Transaction Agreement set forth as Exhibit E to the Distribution Agreement, as the same may be amended, modified or supplemented from time to time, to be entered into by and among the Company, Conrail Inc., CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company and CRR Holdings LLC.

SECTION 1.3. Section 11(d) of the Participation Agreement is hereby amended to read as follows:

“(d) Merger Covenant. Lessee shall not consolidate with or merge into any other Person or convey, transfer or lease substantially all its assets as an entirety to any Person unless:

(i) such consolidation, merger, conveyance, transfer or lease shall not have a material adverse effect on the benefits available to the Owner Trustee or the Indenture Trustee pursuant to 11 U.S.C. § 1168;

(ii) immediately after giving effect to such transaction no Event of Default shall have occurred as a result of such consolidation or merger or such conveyance, transfer or lease, and

(iii) in the case of a conveyance, transfer or lease of substantially all of the assets of Lessee in accordance with this Section 11(d), such conveyance, transfer or lease shall include the interests of Lessee's leasehold interest in the Lease.

SECTION 1.4. Section 11(f) of the Participation Agreement is hereby deleted in its entirety and amended to read as follows:

"Section 11(f). [Intentionally Omitted.]"

SECTION 1.5. Section 1.01 of the Pass Through Trust Agreement is hereby amended by deleting the defined term "Excluded Conveyance" therefrom.

SECTION 1.6. Section 1.01 of the Pass Through Trust Agreement is hereby amended by adding thereto the following defined terms in their entirety as set forth below:

"Distribution Agreement" means the distribution agreement set forth as Exhibit 4 to the STB Petition, as the same may be amended, modified or supplemented from time to time, to be entered into among the Company, Conrail Inc., Green Acquisition Corp., CRR Holdings LLC, CSX Corporation, CSX Transportation, Inc., CSX Rail Holding Corporation, CSX Northeast Holding Corporation, New York Central Lines LLC, Norfolk Southern Corporation, Norfolk Southern Railway Company, Pennsylvania Lines LLC and the other parties thereto.

"Restructuring Transaction" means, whether by a single transaction or through a series of transactions, any conveyance, transfer, lease, sublease, full and unconditional guarantee, transfer of stock, transfer of membership interests in a limited liability company, issuance of stock, merger or consolidation described in or contemplated by the Transaction Agreement, the Transaction Agreement Amendment or the Distribution Agreement, including but not limited to the transfer of the Lessee's ownership interest in (a) Pennsylvania Lines LLC to Norfolk Southern Railway Company and (b) New York Central Lines LLC to CSX Transportation, Inc.

"STB Petition" means the Petition for Supplemental Order dated June 4, 2003 (STB Finance Docket No. 33388 (SUB-No. 94)) filed by CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company, Conrail Inc. and the Company with the United States Surface Transportation Board.

"Transaction Agreement Amendment" means the amendment to the Transaction Agreement set forth as Exhibit E to the Distribution Agreement, as the same may be amended, modified or supplemented from time to time, to be entered into by and among the Company, Conrail Inc., CSX Corporation, CSX Transportation, Inc., Norfolk Southern Corporation, Norfolk Southern Railway Company and CRR Holdings LLC.

SECTION 1.7. Section 5.02 of the Pass Through Trust Agreement is hereby amended to read as follows:

"SECTION 5.02. Consolidation, Merger or Sale of Assets Permitted.  
[Intentionally Omitted.]"

## ARTICLE II

### MISCELLANEOUS

SECTION 2.1. Unless otherwise indicated, capitalized terms used herein without definition shall have the meanings ascribed to them in Appendix A to the Participation Agreement as amended hereby.

SECTION 2.2. Except as amended hereby, the Operative Documents are in all respects ratified and confirmed, and all of the terms, provisions and conditions thereof shall be and remain in full force and effect; provided that no such term, provision or condition shall be read or interpreted so as to conflict with or prohibit the making of any Restructuring Transaction.

SECTION 2.3. If any provision of this Amendment Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 2.4. This Amendment Agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 2.5. The Pass Through Trustee hereby authorizes and directs the Indenture Trustee to execute and deliver this Amendment Agreement pursuant to the terms of the Indenture.

SECTION 2.6. This Amendment Agreement shall be effective only upon the execution hereof by all of the parties hereto and the execution of the 2004 Equity Amendment by all of the parties thereto.

SECTION 2.7. This Amendment Agreement may be executed in any number of counterparts, each of which shall be an original but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By   
Name:  
Title:

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely  
as Indenture Trustee

By \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely  
as Pass Through Trustee

By \_\_\_\_\_  
Name:  
Title:



STATE OF NY )  
 )  
COUNTY OF NY ) ss:

On this 12th day of August, 2004 before me, a notary public within and for said county, personally appeared Joseph Rogers, to me known who being duly sworn, did depose and say that he/she is a CEO + Treasurer of Consolidated Rail Corp. one of the corporations or companies described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like authority.

Sworn to before me this  
12th day of August, 2004

[Notarial Seal]

Cynthia Zakary  
Notary Public  
COMMISSION EXPIRES

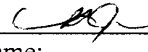
CYNTHIA ZAKARY  
NOTARY PUBLIC, State of New York  
No. 01ZA6064377  
Qualified in New York County  
Commission Expires Sept. 24, 2005

IN WITNESS WHEREOF, the parties hereto have caused this Amendment Agreement to be executed as of the day and year first above written.

CONSOLIDATED RAIL CORPORATION

By \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY,  
not in its individual capacity but solely  
as Equipment Trust Trustee

By  \_\_\_\_\_  
Name:  
Title: **Tira L. Johnson**  
Financial Services Officer

STATE OF DELAWARE

)

ss:

COUNTY OF NEW CASTLE

)

)

On this 12 day of August, 2004 before me, a notary public within and for said county, personally appeared Tira L. Johnson, to me known who being duly sworn, did depose and say that he/she is a Financial Services Officer of Wilmington Trust Company, one of the corporations or companies described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like authority.

Sworn to before me this  
12 day of August, 2004

[Notarial Seal]

  
Notary Public

COMMISSION EXPIRES

**KIMBERLY ELIZABETH FAULHABER**  
**NOTARY PUBLIC - DELAWARE**  
My Commission Expires April 9, 2005